RELEASE AND HOLD HARMLESS AGREEMENT

I

FOR THE SOLE CONSIDERATION of the sum of ninety five thousand dollars ($95,000), the undersigned Logan Colwell hereby releases and forever discharges Officer Nicholas Bianchini and the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable (hereafter "the City of Portland") from any and all claims for damages and/or injuries arising out of or relating to use of force against Mr. Colwell on or about August 15, 2020, in Portland, Oregon.

II

IT IS UNDERSTOOD AND AGREED that the payment made to the undersigned under this agreement is not to be construed as an admission of liability. The City of Portland expressly denies liability to the undersigned, or any other person for injuries or damages arising out of the aforementioned incident.

III

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement releases the City of Portland from any and all claims arising out of the above-described causes of action, and claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers' compensation liens, liens of the State of Oregon Department of Human Services and all other liens against the above-described causes of action at the time of execution hereof.

IV

THE UNDERSIGNED AGREES AND WARRANTS that he has confirmed that there is no Medicare or Medicaid interest in this settlement. In the event that there is any Medicare or Medicaid interest, Logan Colwell agrees that satisfaction of such interest shall be his sole and exclusive responsibility. Logan Colwell waives, releases, and forever discharges the City of Portland from any obligations for any claims, known or unknown, arising out of any failure to account for Medicare or Medicaid interests in this settlement, and agrees to defend and hold the City of Portland harmless from any such claims.

V

THE UNDERSIGNED AGREES AND WARRANTS that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that Logan Colwell will hold the City of Portland, its agents, employees and assigns harmless from any claim for any such expense whenever incurred and, if any suit is filed against the City of Portland to collect such claim, Logan Colwell will accept the tender of defense of any such claim, defend it at his expense and pay any judgment entered therein and agree to compensate the City of Portland for any expense or liability incurred as a result of the filing of such suit.

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VI

THE UNDERSIGNED HEREBY DECLARES that he has read this Release and Hold Harmless Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the above-described incident, in whatever legal form or theory he might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the complaint of Logan Colwell in the Circuit Court of the State of Oregon for the County of Multnomah, entitled:

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

LOGAN COLWELL,   3:22-cv-01163-SB

     PLAINTIFF,

  v.

PORTLAND POLICE BUREAU, a municipal agency; CITY OF PORTLAND, a municipal corporation; and NICHOLAS BIANCHINI, in his individual capacity,

     DEFENDANTS.

VII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known losses and damages, but any further losses and damages not now known or anticipated which may later develop or be discovered including all effects and consequences thereof.

VIII

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

IX

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EXHIBIT 1

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement releases any and all claims for nondisclosure, fraud or misrepresentation and any and all claims for nondisclosure, fraud or misrepresentation in the inducement of this agreement.

X

THE UNDERSIGNED FURTHER STIPULATES AND AGREES that the above case may be dismissed with prejudice and without costs or attorney's fees to any party.
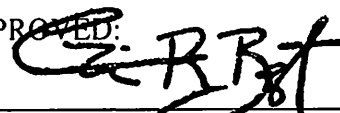
DATED this _____ 27 day of _____ 07 , 20____ 2023 .

_____
Logan Colwell

STATE OF OREGON   )
) ss.
County of Multnomah)

This instrument was acknowledged before me this _____ day of _____,

20___, by Logan Colwell.

_____
Notary Public – State of Oregon
Commission No.:
Commission Expiration:

APPROVED:

_____
Christopher Best, OSB #082649
Attorney for Plaintiff

approved as to form

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EXHIBIT 1

Vinesign

Verification Complete
The document has been officially verified.

Document Status	✔ Signed & Verified
Document Name	Settlement Paperwork - Colwell
Sender Name	Kristine Jenkins
Document Key	EC12ED74-752B-44DF-9275-F6AFD07907F5

Recipient 1	IP Address	Signature
Logan Colwell lgncolwell@gmail.com (503) 462-9193 Order 1	172.56.152.172	

Document History

Activity	Date & Time	Recipient	Activity Details
✔ Document Completed (Matching Hash)	07/28/2023 00:51 UTC	Logan Colwell	Signed by Logan Colwell (lgncolwell@gmail.com) **Blockchain Block** VVY2rgbV5U8nJImsqS7yE7rxBrWGm3gifbK1D/mcFZs= **Document Hash** C2E5E87ED2AD9BBFB5D7665A0F3F0AFDCF051DB6838D670381BF91FC4A9CE4BA **Timestamp** 07/28/2023 00:51 UTC
👁 Document Viewed	07/28/2023 00:48 UTC	Logan Colwell	Viewed by Logan Colwell (lgncolwell@gmail.com)
👁 Document Viewed	07/28/2023 00:45 UTC	Logan Colwell	Viewed by Logan Colwell ((503) 462-9193)
➤ Document Sent	07/28/2023 00:45 UTC	Logan Colwell	Sent out via email to Logan Colwell (lgncolwell@gmail.com)
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📄 Document Created	07/28/2023 00:45 UTC		Created by Kristine Jenkins (kjenkins@gattilaw.com)

EXHIBIT 1